

ERVIN COHEN & JESSUP

1 Robert M. Waxman (SBN 89754)  
rwaxman@ecjlaw.com  
2 Pantea Yashar (SBN 234067)  
pyashar@ecjlaw.com  
3 Russell M. Selmont (SBN 252522)  
rselmont@ecjlaw.com  
4 **ERVIN COHEN & JESSUP LLP**  
9401 Wilshire Boulevard, Ninth Floor  
5 Beverly Hills, California 90212-2974  
Telephone (310) 273-6333  
6 Facsimile (310) 859-2325

7 Attorneys for Defendant/Cross-Complainant AXA Art Insurance Corporation

8 Robert W. Eisfelder (SBN 53473)  
reisfelder@jjelaw.com  
9 **JACOBS, JACOBS & EISFELDER, LLP**  
11755 Wilshire Blvd., Suite 2150  
10 Los Angeles, California 90025  
Telephone (310) 820-4500  
11 Facsimile (310) 826-0683

12 Attorneys for Plaintiff/Cross-Defendant Russell Young

13  
14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **RUSSELL YOUNG,**

17 Plaintiff,

18 v.

19 **AXA ART INSURANCE**  
20 **CORPORATION, and DOES 1-20,**  
inclusive,

21 Defendants.

22 **AXA ART INSURANCE**  
23 **CORPORATION,**

24 Cross-Complainant,

25 v.

26 **RUSSELL YOUNG, BANK ROBBER**  
27 **LLC, and ROES 1-10, inclusive,**

28 Cross-Defendants.

CASE NO. CV10-3746-SVW (SSx)

**Discovery Document: Referred to**  
**Magistrate Judge Suzanne H. Segal**

**[PROPOSED] STIPULATED**  
**PROTECTIVE ORDER**

Assigned to Hon. Stephen V. Wilson and  
Magistrate Judge Suzanne H. Segal

Courtroom No.: 6  
Complaint Filed: April 22, 2010

1           1.     PURPOSES AND LIMITATIONS

2           Disclosure and discovery activity in this action is likely to involve production  
3 of confidential, proprietary, trade secret, or private information for which special  
4 protection from public disclosure and from use for any purpose other than  
5 prosecuting or defending these lawsuits would be warranted. Accordingly, the  
6 Parties hereby stipulate to and petition the court to enter the following Stipulated  
7 Protective Order. The Parties acknowledge that this Order does not confer blanket  
8 protections on all disclosures or responses to discovery and that the protection it  
9 affords extends only to the limited information or items that are entitled, under the  
10 applicable legal principles, to treatment as confidential. The Parties further  
11 acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order  
12 creates no entitlement to file confidential information under seal.

13           2.     DEFINITIONS

14           a.     Party: any party to this Litigation (as defined below), including  
15 all of its officers, directors, employees, consultants, retained experts, and outside  
16 counsel (and their support staff).

17           b.     Litigation: the case pending in the United States District Court  
18 for the Central District of California, Case No. CV10-3746-SVW (SSx), known as  
19 Russell Young v. AXA Art Insurance Corporation and related Cross-Action.

20           c.     Disclosure or Discovery Material: all items or information,  
21 regardless of the medium or manner generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, or tangible things) that are produced or  
23 generated in disclosures or responses to discovery in this matter.

24           d.     "Confidential" Information or Items: information (regardless of  
25 how generated, stored or maintained) or tangible things that constitute or contain  
26 information with respect to (1) AXA's non-public, confidential, private, trade secret,  
27 proprietary or commercially or personally sensitive underwriting files, underwriting  
28 manuals and guidelines, and/or claims manuals and guidelines which are not

1 generally known, are kept confidential, and from which AXA derives independent  
 2 economic value, including but not limited to deposition testimony by current or  
 3 former AXA employees related to this information, and (2) Russell Young's private  
 4 financial and business dealings as well as his private medical and health related  
 5 records and deposition testimony related thereto.

6 e. Receiving Party: a Party that receives Disclosure or Discovery  
 7 Material from a Producing Party.

8 f. Producing Party: a Party or non-party that produces Disclosure  
 9 or Discovery Material in the Litigation.

10 g. Designating Party: a Party or non-party that designates  
 11 information or items that it produces in disclosures or in responses to discovery as  
 12 "Confidential."

13 h. Protected Material: any Disclosure or Discovery Material that is  
 14 designated as "Confidential."

15 i. Outside Counsel: attorneys who are not employees of a Party but  
 16 who are retained to represent or advise a Party in the Litigation.

17 j. House Counsel: attorneys who are employees of a Party.

18 k. Counsel (without qualifier): Outside Counsel and House Counsel  
 19 (as well as their support staffs).

20 l. Expert: a person with specialized knowledge or experience in a  
 21 matter pertinent to the Litigation who has been retained by a Party or its Counsel to  
 22 serve as an expert witness or a consultant in the Litigation and who is not a current  
 23 employee of a Party.

24 m. Professional Vendors: persons or entities that provide litigation  
 25 support services (e.g., photocopying; videotaping; translating; preparing exhibits or  
 26 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)  
 27 and their employees and subcontractors.

28 3. SCOPE

1           The protections conferred by this Stipulation and Order cover not only  
 2 Protected Material (as defined above), but also any information copied or extracted  
 3 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus  
 4 testimony, conversations, or presentations by Parties or Counsel to or in court or in  
 5 other settings that might reveal Protected Material.

6           4.     DURATION

7           Even after the termination of the Litigation, the confidentiality  
 8 obligations imposed by this Order shall remain in effect until all Designating Parties  
 9 agrees otherwise in writing or a court order otherwise directs.

10          5.     GOOD CAUSE STATEMENT

11          AXA seeks protection of its Underwriting Manual, underwriting guidelines,  
 12 underwriting files, Claim Manual, claims handling guidelines, and deposition  
 13 testimony by current or former AXA employees reflecting any of this information.  
 14 Good cause exists to protect this information from disclosure to the public; this  
 15 information constitutes protected trade secrets of AXA since such materials are kept  
 16 in a confidential fashion, are generally not known to others, and AXA derives  
 17 independent economic value therefrom (*Cal. Civ. Code* § 3426.1(d)). Indeed the  
 18 insurance industry is competitive, and the disclosure of AXA's guidelines and  
 19 procedures in underwriting and claims handling can (and will likely be used) by  
 20 other insurance companies to put themselves at a competitive advantage to AXA.

21          6.     DESIGNATING PROTECTED MATERIAL

22           a.     Exercise of Restraint and Care in Designating Material for  
 23 Protection. Each Party that designates information or items for protection under this  
 24 Order must take care to limit any such designation to specific material that qualifies  
 25 under the appropriate standards. A Designating Party must take care to designate  
 26 for protection only those parts of material, documents, items, or oral or written  
 27 communications that qualify - so that other portions of the material, documents,  
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1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 b. Manner and Timing of Designations. Except as otherwise  
4 provided in this Order (*see e.g.*, second paragraph of section 5bi, below), or as  
5 otherwise stipulated or ordered, material that qualifies for protection under this  
6 Order must be clearly so designated before the material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 i. for information in documentary form (apart from  
9 transcripts of deposition or other pretrial or trial proceedings), that the Producing  
10 Party affix the legend "CONFIDENTIAL" at the top of the front page that contains  
11 protected material and then list each page or describe the entire document that is to  
12 be so protected.

13 To the extent that documents are produced in electronic, rather than  
14 hard copy, format, the Designating Party may identify protected documents on the  
15 basis of the collection in which the material appears.

16 ii. for testimony given in deposition or in other pretrial or  
17 trial proceedings, that the Party or non-party offering or sponsoring the testimony  
18 identify on the record, before the close of the deposition, hearing, or other  
19 proceeding, all protected testimony, and further specify any portions of the  
20 testimony that qualify as "CONFIDENTIAL." Alternatively, when it is impractical  
21 in the judgment of the Party or non-party offering, or sponsoring the testimony or  
22 the witness to identify separately each portion of testimony that is entitled to  
23 protection, the Party or non-party that sponsors, offers, or gives the testimony may  
24 invoke in writing within 10 days of the conclusion of the deposition a right to have  
25 up to 20 days to identify the specific portions of the testimony as to which  
26 protection is sought and to specify the level of protection being asserted  
27 ("CONFIDENTIAL"). Only those portions of the testimony that are appropriately  
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1 designated for protection within the 20 days shall be covered by the provisions of  
2 this Stipulated Protective Order.

3                   iii. for information produced in some form other than  
4 documentary, and for any other tangible items, that the Producing Party affix in a  
5 prominent place on the exterior of the container or containers in which the  
6 information or item is stored the legend "CONFIDENTIAL."

7                   c. Inadvertent Failures to Designate. If timely corrected, an  
8 inadvertent failure to designate qualified information or items as "Confidential"  
9 does not, standing alone, waive the Designating Party's right to secure protection  
10 under this Order for such material. If material is appropriately designated as  
11 "Confidential" after the material was initially produced, the Receiving Party, on  
12 notification of the designation, must make reasonable efforts to assure that the  
13 material is treated in accordance with the provisions of this Order.

14           7. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

15           A party has a right to challenge a confidentiality designation pursuant to and  
16 in compliance with the Central District's Local Rule 37. If a Party seeks judicial  
17 intervention regarding any discovery challenge, both Parties must timely file a  
18 written joint stipulation containing all issues of dispute that complies with the  
19 Central District's Local Rule 37-2 *et seq.*

20           8. ACCESS TO AND USE OF PROTECTED MATERIAL.

21           a. Basic Principles. A Receiving Party shall not, directly or  
22 indirectly, use, disseminate, publish or otherwise impart Protected Material that is  
23 disclosed or produced by another Party or by a non-party in connection with this  
24 case except (i) only as necessary for prosecuting, defending, or attempting to settle,  
25 the Litigation, and/or (ii) the Receiving Party otherwise received such Protected  
26 Material from a clearly documented source independent of the discovery  
27 proceedings in the Litigation. Such Protected Material may be disclosed only to the  
28 categories of persons and under the conditions described in this Order, but nothing

1 contained in this Order Shall prevent or otherwise limit the Receiving Party from  
2 disclosing Protected Material to officers, directors, and employees of the Producing  
3 Party or to Experts (as defined in this Order) of the Producing Party. When the  
4 Litigation has been terminated, a Receiving Party must comply with the provisions  
5 of section 11, below (FINAL DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party  
7 at a location and in a secure manner that ensures that access is limited to the persons  
8 authorized under this Order.

9 b. Disclosure of "CONFIDENTIAL" Information or Items. Except  
10 as expressly set forth herein and unless otherwise ordered by the court or permitted  
11 in writing by the Designating Party, a Receiving Party may disclose any information  
12 or item designated CONFIDENTIAL only to:

13 i. the officers, directors or employees of the Producing Party  
14 or to Experts (as defined in this Order) of the Producing Party;

15 ii. the Receiving Party's Outside Counsel of record in the  
16 Litigation, as well as employees of said Counsel to whom it is reasonably necessary  
17 to disclose the information for this litigation and who have signed the "Agreement  
18 to Be Bound by Protective Order" that is attached hereto as Exhibit A;

19 iii. the officers, directors, and employees (including House  
20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
21 Litigation and who have signed the "Agreement to Be Bound by Protective Order"  
22 (Exhibit A);

23 iv. Experts (as defined in this Order) of the Receiving Party to  
24 whom disclosure is reasonably necessary for the Litigation and who have signed the  
25 "Agreement to Be Bound by Protective Order" (Exhibit A);

26 v. the Court and its personnel but if Confidential Information  
27 is presented, quoted or referenced in any hearing, trial or other proceeding, Counsel  
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1 for the offering Party shall request the court to order that only court personnel, and  
 2 the Parties may be present during such presentation, quotation or reference;

3 vi. court reporters, their staffs, and professional vendors to  
 4 whom disclosure is reasonably necessary for the Litigation and who have signed the  
 5 "Agreement to Be Bound by Protective Order" (Exhibit A);

6 vii. during their depositions, witnesses who are not officers,  
 7 directors, or employees of the Producing Party, and to whom disclosure is  
 8 reasonably necessary after having signed the "Agreement to Be Bound by Protective  
 9 Order" (Exhibit A), provided that the Protected Material is first disclosed to Counsel  
 10 for the Disclosing Party four court days in advance of the deposition, who will then  
 11 be afforded the opportunity to seek a protective order, suspending the deposition if  
 12 necessary, to prevent the disclosure or use of the Protected Material with the  
 13 witness. Pages of transcribed deposition testimony or exhibits to depositions that  
 14 reveal Protected Material must be separately bound by the court reporter and may  
 15 not be disclosed to anyone except as permitted under this Stipulated Protective  
 16 Order.

17 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
 18 PRODUCED IN OTHER LITIGATION.

19 If a Receiving Party is served with a subpoena or an order issued in  
 20 other litigation that would compel disclosure of any information or items designated  
 21 in the Litigation as "CONFIDENTIAL," the Receiving Party must so notify the  
 22 Designating Party, in writing electronically or by fax immediately and in no event  
 23 more than two court days after receiving the subpoena or order. Such notification  
 24 must include a copy of the subpoena or court order.

25 The Receiving Party also must immediately inform in writing the party  
 26 who caused the subpoena or order to issue in the other litigation that some or all the  
 27 material covered by the subpoena or order is the subject of this Protective Order. In  
 28 addition, the Receiving Party must deliver a copy of this Stipulated Protective Order



1 promptly to the party in the other action that caused the subpoena or order to issue.

2           The purpose of imposing these duties is to alert the interested Parties to  
3 the existence of this Protective Order and to afford the Designating Party in the  
4 Litigation an opportunity to try to protect its confidentiality interests in the court  
5 from which the subpoena or order issued. The Designating Party shall bear the  
6 burdens and the expenses of seeking protection in that court of its confidential  
7 material - and nothing in these provisions should be construed as authorizing or  
8 encouraging a Receiving Party in the Litigation to disobey a lawful directive from  
9 another court.

10           10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

11           If a Receiving Party learns that, by inadvertence or otherwise, it has  
12 disclosed Protected Material to any person or in any circumstance not authorized  
13 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
14 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
15 best efforts to retrieve all copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19           11. FILING PROTECTED MATERIAL. Except when authorized by  
20 statute or federal rule, or the Judicial Conference of the United States, no case or  
21 document shall be filed under seal without written permission from the Designating  
22 Party and prior approval by the Court. If a Party obtains written permission or such a  
23 court order, a Party shall file Protected Material, if at all, in sealed envelopes  
24 marked with the title of the Litigation and bearing a statement substantially in the  
25 following form:

1 CONFIDENTIAL

2 FILED UNDER SEAL PURSUANT TO A  
3 PROTECTIVE ORDER DATED \_\_\_\_\_, GOVERNING  
4 CONFIDENTIALITY OF DOCUMENTS AND  
5 INFORMATION OBTAINED DURING THE COURSE  
6 OF THE LITIGATION. THIS ENVELOPED IS NOT TO  
7 BE OPENED NOR THE CONTENTS THEREOF  
8 DISPLAYED OR REVEALED EXCEPT BY OR TO  
9 QUALIFIED PERSONS OR BY COURT ORDER.

10 Where approval is required, a written application and a proposed order shall  
11 be presented to the judge along with the document submitted for filing under seal.  
12 The proposed order shall address both the sealing of the application and order itself,  
13 if appropriate. The original and judge's copy of the document shall be sealed in  
14 separate envelopes with a copy of the title page attached to the front of each  
15 envelope. Conformed copies need not be placed in sealed envelopes. Where under-  
16 seal filings are authorized by statute or rule, the authority therefor shall appear on  
17 the title page of the proposed filing. Applications and Orders to Seal, along with the  
18 material to be placed under seal, shall not be electronically filed but shall be filed  
19 manually in the manner prescribed by the Central District's Local Rule 79-5. A  
20 Notice of Manual Filing shall also be electronically filed identifying materials being  
21 manually filed.

22 12. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing  
23 by the Producing Party, within sixty days after the final termination of the  
24 Litigation, each Receiving Party must return all Protected Material to the Producing  
25 Party. As used in this subdivision, "all Protected Material" includes all copies,  
26 abstracts, compilations, summaries or any other form of reproducing or capturing  
27 any of the Protected Material. With permission in writing from the Designating  
28 Party, the Receiving Party may destroy some or all of the Protected Material instead  
of returning it. Whether the Protected Material is returned or destroyed, the

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1 Receiving Party must submit a written certification to the Producing Party (and, if  
 2 not the same person or entity, to the (Designating Party) by the sixty day deadline  
 3 that identifies (by category, where appropriate) all the Protected Material that was  
 4 returned or destroyed and that affirms that the Receiving Party has not retained any  
 5 copies, abstracts, compilations, summaries or other forms of reproducing or  
 6 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
 7 are entitled to retain an archival copy of all pleadings, motion papers, transcripts,  
 8 legal memoranda, correspondence or attorney work product, even if such materials  
 9 contain Protected Material. Any such archival copies that contain or constitute  
 10 Protected Material remain subject to this Protective Order as set Forth in Section 4  
 11 (DURATION), above.

12 13. MISCELLANEOUS

13 a. Right to Further Relief. Nothing in this Order abridges the right  
 14 of any person to seek its modification by the Court in the future.

15 b. Right to Assert Other Objections. By stipulating to the entry of  
 16 this Protective Order no Party waives any right it otherwise would have to object to  
 17 disclosing or producing any information or item on any ground. Similarly, no Party  
 18 waives any right to object on any ground to use in evidence of any of the material  
 19 covered by this Protective Order.

20 c. No Admissions. Nothing in this Order shall operate as an  
 21 admission by any Party that any particular Protected Material contains or reflects  
 22 any type of confidential information.

23 d. Further Protective Orders. Nothing in this Order shall prejudice  
 24 in any way the rights of any Party to petition the Court for a further protective order  
 25 relating to any Protected Material.

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 27 **[REST OF PAGE INTENTIONALLY LEFT BLANK]**  
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1 e. Written Waiver or Alternation. Nothing in this Order shall  
2 prevent the Parties from agreeing in writing to alter or waive the provisions or  
3 protections provided for herein with respect to any particular Protected Material.

4  
5 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

6  
7 DATED: October 7, 2010

ERVIN COHEN & JESSUP LLP  
Robert M. Waxman  
Pantea Yashar

8  
9  
10 By: /s/ Robert Waxman  
11 Robert Waxman  
12 Attorneys for AXA Art Insurance  
Corporation

13 DATED: October 7, 2010

JACOBS, JACOBS & EISELDER, LLP  
Robert W. Eisfelder

14  
15  
16 By: /s/ Robert W. Eisfelder  
17 Robert W. Eisfelder  
Attorney for Russell Young

18 PURSUANT TO STIPULATION, IT IS SO ORDERED.

19 DATED: 10/19/10

SH Segal  
Honorable Suzanne H. Segal  
Judge, United States District Court  
for the Central District of California



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
 4 [print or type full address], declare under penalty of perjury that I have read in its  
 5 entirety and understand the Stipulated Protective Order that was issued by the  
 6 United States District Court for the Central District of California, Case No. CV10-  
 7 3746 SVW (SSx), known as Russell Young v. AXA Art Insurance Corporation and  
 8 related Cross-Action. I agree to comply with and to be bound by the terms of this  
 9 Stipulated Protective Order and I understand and acknowledge that failure to so  
 10 comply could expose me to sanctions and punishment in the nature of contempt. I  
 11 solemnly promise that I will not disclose in any manner any information or item that  
 12 is subject to this Stipulated Protective Order.

13 I further agree to submit to the jurisdiction of the United States District Court  
 14 for the Central District of California for the purpose of enforcing the terms of this  
 15 Stipulated Protective Order, even if such enforcement proceedings occur after  
 16 termination of this action.

17 I hereby appoint \_\_\_\_\_ [print or type full name,  
 18 address, and telephone number] as my California agent for service of process in  
 19 connection with this action or any proceedings related to enforcement of this  
 20 Stipulated Protective Order.

21 Date: \_\_\_\_\_

22 City and State where sworn and signed: \_\_\_\_\_

23 Printed name: \_\_\_\_\_

24 [printed name]

25 Signature: \_\_\_\_\_

26 [signature]

27

28